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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

JUNHAN JEONG, individually and on behalf
 of all others similarly situated,

Plaintiff,

vs.

NEXO FINANCIAL LLC, NEXO
 FINANCIAL SERVICES LTD., NEXO
 SERVICES OÜ, NEXO AG, and NEXO
 CAPITAL INC.

Defendant(s).

Case Number: 5:21-CV-02392-BLF

**ATTORNEY DECLARATION OF
 EDWARD NORMAND IN SUPPORT OF
 MEMORANDUM IN OPPOSITION TO
 MOTION TO DISMISS COMPLAINT
 PURSUANT TO RULE 12(b) AND
 BASED ON *FORUM NON CONVENIENS***

Date: November 18, 2021

Time: 9:00 a.m.

Judge: Hon. Beth Labson Freeman

Courtroom: No. 3, 5th Floor

DECLARATION OF EDWARD NORMAND

I, Edward Normand, declare:

1. I am an attorney admitted in New York and *pro hac vice* to appear before this Court. I am a partner with the law firm Roche Freedman, LLP, counsel to Plaintiff in this action. I submit this declaration of my own personal knowledge. If called to testify to the matters herein, I could and would competently do so.

2. I submit this declaration in support of Plaintiff's Memorandum in Opposition to Motion to Dismiss Complaint.

3. The four Terms and Conditions attached as exhibits to the Trenchev Declaration are dated July 8, 2021. To the best of my knowledge, based on my review of the publicly available information (including the Nexo website) and consultation with Class members in the first quarter of 2021, the Borrow Terms attached to the Trenchev Declaration differ in several respects from the Borrow Terms in effect as of December 23, 2020, and at the time of the filing of the Complaint.

4. The Borrow Terms attached as Exhibit D to the Trenchev Declaration, for example, contain the following clause:

Unless stated otherwise, references shall be made to the Nexo Wallet Services General Terms and Conditions and the Nexo Exchange Service Terms and Conditions, and all the defined terms, used in these General Terms, shall have the same meaning as the one given to them in the Nexo Wallet Services General Terms and Conditions or the Nexo Exchange Service General Terms and Conditions, as the case may be.

This clause did not exist in prior versions of the Borrow Terms that, to the best of my knowledge, were in effect as of December 23, 2020, and at the time of the filing of the Complaint.

1 I declare under penalty of perjury under the laws of the United States that the foregoing is
2 true and correct to the best of my knowledge.

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4 Dated: September 2, 2021

ROCHE FREEDMAN LLP

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6 By: /s/ Edward Normand
Edward Normand

7 Attorney for Plaintiff
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